

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

9 INTERNATIONAL LONGSHORE AND) Case No. 3:12-cv-01058-SI
10 WAREHOUSE UNION and PACIFIC)
11 MARITIME ASSOCIATION,)
12 Plaintiffs and Counter-) STIPULATED MOTION FOR
13 Defendants,) VOLUNTARY DISMISSAL OF
14 vs.) ICTSI'S THIRD COUNTERCLAIM
15 ICTSI OREGON, INC., an Oregon) AGAINST PACIFIC MARITIME
corporation,) ASSOCIATION AND ~~PROPOSED~~ ORDER
Defendant and)
Counter-Plaintiff.)

STIPULATION

ICTSI Oregon, Inc. ("ICTSI") and Pacific Maritime Association ("PMA"), through their counsel of record and after extensive discussions, hereby Stipulate as follows:

20 1. The sole claim by or against PMA that remains in this litigation is ICTSI's
21 assertion set forth in its Third Counterclaim that PMA owes to ICTSI a fiduciary duty, which
22 ICTSI asserts PMA breached. PMA has denied and continues to deny that it has any such duty
23 and that it breached any such duty, and that it has any liability to ICTSI under any theory. ICTSI
24 continues to assert that its Third Counterclaim alleges a valid claim for relief.

25 2. PMA has drafted and is poised to file and serve a motion for summary judgment of
26 all claims against PMA in this litigation, arguing among other grounds that PMA does not have a
27 fiduciary duty and that there is no plausible basis to find that PMA breached any such duty to
28 ICTSI. ICTSI intends to oppose that motion.

3. Notwithstanding the above, ICTSI has agreed to dismiss with prejudice any and all
claims against PMA, with ICTSI and PMA bearing their own respective attorney's fees and costs.
PMA is not paying any monies to ICTSI, nor is ICTSI paying any monies to PMA, in order to
resolve ICTSI's claims against PMA.

5 4. After this Court dismisses PMA as a party in this litigation, ICTSI may seek
6 written discovery from PMA or depositions of current or former PMA employees or current or
7 former PMA Board of Director members only as follows: PMA will be considered to be a third
8 party, non-defendant non-plaintiff in the litigation; ICTSI may seek written discovery from PMA
9 or may seek the deposition of a current or former employee of PMA or PMA Board member only
10 as a third party non-defendant non-plaintiff and only pursuant to FRCP 45. PMA agrees to accept
11 service of subpoenas—with a reservation of any and all rights to object to any and all aspects of
12 the subpoena—for any current PMA employee. ICTSI reserves all of its rights under FRCP 45,
13 consistent with this paragraph.

14 5. This stipulation will not affect in any way ICTSI's Second Counterclaim against
15 the ILWU parties, which is currently scheduled for jury trial commencing on March 19, 2019.

16 Dated: 7-2-18

18 Dated: 7/6/18

Chunsel for ICTSI

Counsel for PMA

20 Based on the above STIPULATION, and this Court finding good cause,

IT IS ORDERED that:

22 1. All claims in this case against Pacific Maritime Association ("PMA") are hereby
23 dismissed, with prejudice. ICTSI and PMA each shall bear their own respective attorney's fees
24 and costs.

25 2. This order will not affect in any way ICTSI's Second Counterclaim against the
26 ILWU parties, which is currently scheduled for jury trial commencing on March 19, 2019.

28 Dated: July 9, 2018

UNITED STATES DISTRICT COURT JUDGE